



FILED IN DISTRICT COURT
OKLAHOMA COUNTY

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

JOSEPH WELLS,

Plaintiff,

vs.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY,

Defendant.

JUN 22 2015

TIM RHODES
COURT CLERK

Case No. 01-2015-3465

PETITION

COMES NOW Plaintiff, Joseph Wells, individually (hereinafter Plaintiff) for his cause of action against Defendant, State Farm Mutual Automobile Insurance Company (hereinafter Defendant) and states as follows:

THE PARTIES

1. Plaintiff was a citizen and resident of Oklahoma County, Oklahoma at the time of the collision hereinafter described.
2. Defendant State Farm is incorporated under the laws of the State of Illinois and is licensed to and does conduct business in the State of Oklahoma.

JURISDICTION AND VENUE

3. This is an action arising from a motor vehicle collision that occurred in Cleveland County, Oklahoma.
4. This Court has jurisdiction over the parties hereto, jurisdiction of the subject matter hereof, and venue is proper.

FIRST CAUSE OF ACTION

(Bad Faith)

5. On February 28, 2014, Plaintiff, Joseph Wells was involved in a motor vehicle wreck which was caused by the negligence of one Amber McGee. At the time of the wreck, Amber McGee maintained liability insurance with Oklahoma Farm Bureau Insurance in a sum insufficient to adequately compensate Plaintiff for injuries received in said wreck.

6. At the time of the wreck, Plaintiff was insured under a policy of automobile insurance issued by Defendant, policy no. 319287736, which policy contained uninsured/underinsured motorist vehicle coverage. The value of Plaintiff's personal injury claim exceeded the limits of liability carried by the respective negligent tort feason.

7. The limits of liability carried by Amber McGee at the time of the wreck is holy inadequate to compensate Plaintiff for the injuries which he received in the wreck. Whereby, Plaintiff is entitled to recover from Defendant the entire amount of his personal injury claim up to the full amount of liability insurance carried by Amber McGee, plus the limits of underinsured motorist coverage carried by Plaintiff on all vehicles owned by Plaintiff or which Plaintiff may be, by definition, a named insured, which policies are carried with Defendant, State Farm Mutual Automobile Insurance Company. Plaintiff is entitled to recover the entire loss from the first dollar up to the policy limits of all available insurance policies.

8. Defendant intentionally and willfully failed to act fairly and in good faith in dealing with its insured, Plaintiff herein; failed to promptly evaluate and pay to Plaintiff a reasonable amount to adequately compensate him for injuries sustained in this wreck in a timely manner; hid behind technicalities; wrongfully determined that the value of Plaintiff's personal injury claim was less than the limits of liability carried by Amber McGee; all in an attempt to deprive Plaintiff of a prompt, fair and equitable settlement of his personal injury claim, and intentionally and willfully caused a delay in the recovery of underinsured motorist benefits.

9. The actions of Defendant in failing to deal fairly and in good faith and to promptly evaluate and pay to Plaintiff a reasonable amount to adequately compensate him for his injuries sustained in this wreck in a timely manner and to pay the full amount of all available insurance coverage from the first dollar to the limits of all available coverage in a fair and reasonable amount in a timely manner, as well as facts alleged previously herein, constitute a violation of Defendant's duty of good faith on the part of

Defendant and for punitive damages for Defendant's reckless disregard of its duty to deal fairly and acting in good faith towards its insured.

10. Plaintiff is seeking damages in excess of the amount required for diversity jurisdiction under 28 USC 1332 (currently \$75,000.00).

SECOND CAUSE OF ACTION

(Breach of Contract)

11. Plaintiff re-alleges and incorporates paragraphs 1 through 10 above, and further alleges and states the following.

12. Plaintiff and Defendant entered into a contract for Uninsured/Underinsured Motorist's insurance.

13. The contract between Plaintiff and Defendant provides that Plaintiff shall pay a monthly Premium, and Defendant shall provide insurance for personal injuries sustained by Plaintiff in a car wreck wherein his damages are greater than the insurance carried by the negligent third party.

14. Plaintiff has paid his monthly premiums up to date, and Defendant has failed to provide insurance for Plaintiff's personal injuries sustained in the above referenced wreck which are greater than the negligent third party's insurance coverage.

15. As a result of Defendant's breach of contract, Plaintiff has suffered damages in the amount of \$500,000.00, plus attorney fees, costs and interest.

16. In addition to the above, Plaintiff seeks punitive damages against Defendant for their actions/inactions in this matter.

RESERVATION OF ADDITIONAL CLAIMS

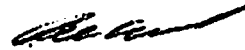
17. Plaintiff reserves the right to plead further upon completion of discovery to state additional claims and to name additional parties to this action.

WHEREFORE, Plaintiff, Joseph Wells prays for judgment against the Defendant, State Farm Mutual Automobile Insurance Company for compensation for personal injuries from the first dollar of all available insurance, including liability insurance carried by Joseph Wells and underinsured motorist coverage with Defendant on all vehicles on which Plaintiff may be considered a named insured; for bad

faith; for breach of contract; for punitive damages; all in a sum in excess of \$10,000.00, plus interests, costs, attorney fees and such other and further relief as to which Plaintiff may be entitled.

Respectfully submitted,

WARHAWK LEGAL



Joe Carson, OBA#19429
1000 W. Wilshire Blvd., Suite 230
Oklahoma City, OK 73116
Telephone: (405) 397-1717
Facsimile: (405) 241-5222
E-mail: joc@warhawklegal.com
Attorney for Plaintiff

ATTORNEY LIEN CLAIMED